



## Terms & Conditions

Ver.20/5/17

The following terms and conditions apply to all photography/ video/ property presentation services offered by webdisplay.co.nz.

By accepting a verbal or written quote or ordering a product or service from webdisplay.co.nz you are agreeing to the following terms and conditions.

### Definitions

**The Client:** The company, organisation or individual engaging the services of webdisplay.co.nz.

**The Assignment:** the house/property, land, location or object to be photographed.

**WD:** webdisplay.co.nz professional property presentations.

### 1. Safety & Security

- a. It is **The Clients** responsibility to ensure that **The Assignment** is fully prepared and staged for our photographers arrival (unless property preparation services have been ordered from us)
- b. It is **The Clients** responsibility to ensure any object that is not to be photographed has been removed or clear instructions have been given to our photographer (e.g. valuable art, objects or property features) of what not to be displayed.
- c. It is **The Clients** responsibility to ensure our photographer is informed of any site hazards.
- d. It is **The Clients** responsibility to ensure any pets/animals/persons that could be a danger to our photographer and/or its equipment are removed or restrained.

### 2. Product and service delivery

Upon completion of **The Assignment** **WD** undertakes responsibility to ensure the following:

- a. Image files are delivered within 24 hours of end of shoot (Monday to Friday).
- b. Web-shows, videos and other presentations delivered within 5 working days (depending on media) of completion of shoot.
- c. **WD** will respond to any issues with **The Assignment**; **The Client** must ensure complaints are brought to the attention of their photographer within 48 hrs of delivery and we expect you not to use any of the supplied imagery until all issues are resolved. Please understand that during a resolution

process we may make direct contact with vendor/agent/agents manager or any other party involved to ensure a quick and correct resolution.

- d. Please note that we accept no liability for how our images appear in print if different from the original files as we have no control of any printing processes. All image files are optimized for use on the web. If you need images to be optimized for print please discuss this with your photographer prior to the photo session as this may require different camera settings.
- e. **The Client**, must discuss any preferences or special requests relating to the assignment with the photographer prior to **The Assignment** start.
- f. Please understand that any additional services our photographers are asked to do outside what has been quoted (such as but not limited to advanced Photoshop editing) or any unexpected waiting time due to **The Assignment** has not been fully prepared may incur additional costs at an hourly rate without further notice.

### 3. Payment

- a. Credit is provided at the sole discretion of **WD**. We may require you to file a credit application with us prior to carrying out any assignment for you.
- b. Full payment for products and services are due on invoice. Please pay on invoice as we may not send out any statements. Payments to be received in our account not later than due date. Our standard term is seven (7) days from date of invoice unless otherwise agreed by **The Client** and **WD**.
- c. Payments made by cheque will incur a bank clearance fee of 50c (inc GST).
- d. Our prices include a prompt payment discount of \$10 per assignment if paid not later than due date. If paid after due date please add \$10 (inc GST) per assignment to the total amount outstanding.
- e. Please note that all accounts overdue more than 10 (ten) days are automatically sent to debt collection unless you communicate with us.

- f. All debt recovery costs and expenses incurred by **WD** as a result of late or non-payment shall be payable by **The Client** on demand.
- g. In the event **The Client** defaults on payment obligations to **WD**, **The Client** agrees that details of the default may be provided to third parties such as, but not limited to, debt collectors and credit reporting agencies. These third parties may then provide this credit default information and other updated information to their customers. These customers include credit providers for the purpose of assessing your credit worthiness.
- h. In the event **The Client** defaults on payment obligations to **WD**, **The Client** must not use provided images, videos and presentations until all arrears are cleared (please also refer to the copyright section). **The client** will ensure all published images, videos and presentations are withdrawn including images, videos and presentations published on the internet, printed signs and pre-ordered print advertising.
- i. Upon default of payment by **The Client**, **WD** reserves the right to stop the viewing of videos or any other presentation hosted on our servers.
- j. **WD** is not liable for any loss of earnings due to the withdrawal of published images, videos and presentations nor will **WD** be liable for any compensation for the same.
- k. If an **Assignment** is cancelled within 48 hours of the shoot by **The Client**, **WD** may at our discretion charge part or whole of the assignment cost depending on the nature of the assignment.

#### 4. Copyright and Usage license

- a. **WD** retains ownership of copyright on all images, videos and presentations supplied and does not accept commissions to create photographic work. **WD** and **The Client** have therefore agreed by these terms to override section 21(3) of the Copyright Act 1994.
- b. **The Client** has free use of supplied images, videos and presentations for marketing that property in New Zealand for **ONE YEAR** in real estate related media, both printed and online media such as, but not limited to, Trade Me Properties, Realestate.co.nz, Real Estate Company websites, Bluebook, Realtor, Property Press and Preview.

- c. **The Client** must apply for the right to use these images for editorial purposes outside of marketing the property for sale or other commercial use such as, but not limited to, websites (B&B and others), printed brochures and leaflets, by obtaining written approval from **WD**. Additional costs/fees may apply. **WD** applies a usage based pricing model. More information can be found on our website under Resources.
- d. **WD** reserves the right to use all images, videos and presentations supplied for demonstration and promotion of our products and services, for competitions and exhibitions or for any other purpose within **WDs** business activities.
- e. Use of supplied images, videos and presentations shall be deemed unlawful if payment falls into arrears. Please also refer to section 3h.

#### 5. Drone/aerial photography and video

We follow Civil Aviation rules and regulations which means the following:

- Flights are restricted to below 120m
  - Clear line of sight to the drone is required
  - Flights after sunset are not allowed
  - Flights not allowed within a 4km radius of any aerodrome or restricted airspace
  - In some cases permission is required from local councils or aerodromes
- Please allow 5 working days for this permission to be obtained prior to the assignment

Permission from property owner and occupier is required prior to **The Assignment**. It is also advisable that neighbours are informed of the use of a drone as we may need to fly over their property to obtain desired angles. Flights are weather dependent. We cannot fly in strong wind or rain.

#### 6. Model Release

If people are included in advertising photos and can be clearly identified the law requires written permission from these people. We require **The Client** to obtain such permission prior to **The Assignment** by using a model release form.

[Please click here for a model release form](#)

- 7. **WD** reserves the right to alter any of the above terms and conditions at any time. An up to date version will always be available on our website: [www.webdisplay.co.nz/tc.html](http://www.webdisplay.co.nz/tc.html)